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9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 GS HOLISTIC, LLC,
14 Plaintiff,

15 v.

16 CIGARETTE DISCOUNTERS, LP
17 d/b/a CIGARETTE DISCOUNTERS,
18 MOHAMED AHMED RAFAQ ALI,
19 AND ALGAHIM BAKIL ,
20 Defendant.

No. 3:24-cv-03649

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

21 The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and
22 through its undersigned counsel, hereby files this, its Complaint against the
23 Defendants, CIGARETTE DISCOUNTERS, LP d/b/a CIGARETTE
24 DISCOUNTERS, MOHAMED AHMED RAFAQ ALI, AND ALGAHIM BAKIL
25 (collectively, “Defendants”), and alleges, as follows:
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Jurisdictional Allegations

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2 1. This is a civil action against the Defendants for trademark infringement,
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4 counterfeiting, and false designation of origin and unfair competition, under the
5 Lanham Act (15 U.S.C. § 1051 *et. seq.*).

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7 2. This Court has subject matter jurisdiction over the claims in this action
8 that relate to trademark infringement, counterfeiting, and false designation of origin
9 and unfair competition pursuant to the provisions of 15 U.S.C. § 1121 and 28 U.S.C.
10 §§ 1331 and 1338(a).
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Venue

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14 3. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) in that
15 the Defendants reside in this district, the cause of action occurred in this district, and
16 a substantial part of the events or omissions giving rise to these claims occurred in
17 this judicial district, and Defendants have extensive contacts with this judicial district
18 relating to GS's claims. Defendants conduct regular and systematic business
19 transactions in this judicial district, including direct sales to consumers in this judicial
20 district, which violate the intellectual property rights of GS.
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Parties

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25 4. GS HOLISTIC, LLC is a Delaware Limited Liability Corporation that
26 has its principal place of business at 7162 Beverly Boulevard, #207, Los Angeles,
27 California 90036. GS is the registered owner of the Stündenglass trademarks.
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5. CIGARETTE DISCOUNTERS, LP d/b/a CIGARETTE DISCOUNTERS (hereinafter referred to as “CIGARETTE DISCOUNTERS”) is a limited partnership that was organized and existing under the laws of the State of California and has its principal place of business at 1079 San Pablo Ave #96, Albany, CA 94706. MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL own and operate the CIGARETTE DISCOUNTERS at that location. CIGARETTE DISCOUNTERS is a citizen of California.

6. MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL are domiciled in and residents of Albany, California, and is *sui juris*. MOHAMED AHMED RAFAQ ALI AND ALGAHIM BAKIL is a citizen of California and regularly conducts and solicits business in the State of California (including this Judicial District). MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL are the owners of, CIGARETTE DISCOUNTERS, LP d/b/a CIGARETTE DISCOUNTERS. MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL control and direct the activities, including the infringing activities, of Defendant CIGARETTE DISCOUNTERS, LP d/b/a CIGARETTE DISCOUNTERS.

Facts Common to All Counts

The History of The Stündenglass Brand.

7. Since 2020, GS has marketed and sold products using the well-known trademark “Stündenglass.” The Stündenglass branded products, such as Gravity

1 Infusers and accessories related thereto, are widely recognized nationally and
2 internationally. Indeed, the Stündenglass brand is one of the leading companies in
3 the industry, known for high quality and innovation of products.

4
5 8. For approximately four years, GS has worked to distinguish the
6 Stündenglass brand as the premier manufacturer of Gravity Infusers by emphasizing
7 the brand's unwavering use of quality materials and focusing on scientific principles
8 which facilitate a superior infusing experience. Stündenglass branded products
9 embody a painstaking attention to detail, which is evident in many facets of authentic
10 Stündenglass branded products. It is precisely because of the unyielding quest for
11 quality and unsurpassed innovation that Stündenglass branded products have a
12 significant following and appreciation amongst consumers in the United States and
13 internationally.

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17 9. As a result of the continuous and extensive use of the trademark
18 "STÜNDENGLASS," GS was granted both valid and subsisting federal statutory and
19 common law rights to the Stündenglass trademark.

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22 10. GS is the rightful owner of United States trademarks, which are
23 registered on the Principal Register. The following is a list of GS's relevant federally
24 registered trademarks:

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27 a. U.S. Trademark Registration Number 6,633,884 for the standard
28

1 character mark “Stündenglass” in association with goods further identified in
2 registration in international class 011 .

3
4 b. U.S. Trademark Registration Number 6,174,292 for the design
5 plus words mark “S” and its logo in association with goods further identified
6 in the registration in international class 034.
7

8 c. U.S. Trademark Registration Number 6,174,291 for the standard
9 character mark “Stündenglass” in association with goods further identified in
10 registration in international class 034.
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13 11. The above U.S. registrations are valid, subsisting and in full force and
14 effect. True and correct copies of the Trademark Registrations are attached hereto
15 and marked as Exhibit “A.” Hereinafter, GS utilizes the phrase “Stündenglass Marks”
16 to refer to, collectively, GS’s federally registered, above-listed trademarks.
17

18 **The Stündenglass Brand in the United States.**
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20 12. GS has used the Stündenglass Marks in commerce throughout the
21 United States, continuously, since 2020, in connection with the manufacturing and
22 sale of Gravity Infusers and accessories.
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25 13. The Stündenglass Marks are distinctive to both the consuming public
26 and the Plaintiff’s trade. GS’s Stündenglass branded products are made from
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1 superior materials. The superiority of Stündenglass branded products is not only
2 readily apparent to consumers, but to industry professionals as well.

3
4 14. The Stündenglass Trademarks are exclusive to GS and appear clearly
5 on GS's Stündenglass Products, as well as on the packaging and advertisements
6 related to the products. GS has expended substantial time, money, and other resources
7 in developing, advertising, and otherwise promoting and protecting these
8 Trademarks. As a result, products bearing GS's Stündenglass Trademarks are widely
9 recognized and exclusively associated by consumers, the public, and the trade as
10 being high-quality products sourced from GS.
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14 15. GS's Stündenglass Products have become some of the most popular of
15 their kind in the world and have also been the subject of extensive unsolicited
16 publicity resulting from their high-quality and innovative designs. Because of these
17 and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass
18 Trademarks are famous throughout the United States.
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21 16. Since 2020, GS has worked to build significant goodwill in the
22 Stündenglass brand in the United States. GS has spent substantial time, money, and
23 effort in developing consumer recognition and awareness of the Stündenglass brand,
24 via point of purchase materials, displays, through their websites, attending industry
25 trade shows, and through social media promotion.
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1 17. In fact, Stündenglass Products have been praised and recognized by
2 numerous online publications, as well as publications directed to the general public.

3
4 18. Due to the high quality of the brand and products, GS has collaborated
5 with numerous celebrities and companies to create collaborations for the
6 Stündenglass products.

7
8 19. GS sells its products under the Stündenglass Marks to authorized stores
9 in the United States, including in California. GS has authorized approximately 3,000
10 stores in the United States to sell its products. As such, Stündenglass branded
11 products reach a vast array of consumers throughout the country.

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14 20. It is because of the recognized quality and innovation associated with
15 the Stündenglass Marks that consumers are willing to pay higher prices for genuine
16 Stündenglass products. For example, a Stündenglass brand Gravity Infuser is priced
17 at retail at \$599.95, while a counterfeit non-Stündenglass Gravity Infuser with the
18 fake Stündenglass mark is being sold for a range of \$199 to \$600.

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21 21. It is exactly because of their higher sales value that Stündenglass
22 branded products are targeted by counterfeiters. The counterfeiters tarnish the
23 Stündenglass brand by unlawfully selling Gravity Infusers that have identical, or
24 nearly identical, versions of the Stündenglass Marks affixed to products that are made
25 with inferior or different materials, thereby leading to significant illegitimate profits
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1 by MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL , such as the
2 Defendants in the instant case.

3
4 22. In essence, the Defendants mislead consumers by selling in their stores
5 low grade products that take a free ride on the goodwill of the Stündenglass brand,
6 and in turn, the Defendants reap ill-begotten profits. The Defendants' offering for
7 sale of counterfeit Stündenglass products contributes to the complete flooding of the
8 marketplace with Stündenglass counterfeit products, which results in lost sales and
9 damages to GS and irreparable harm to the Stündenglass brand's image.
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12 23. Moreover, GS offers a 10-year warranty on its products, and when the
13 counterfeit products break or need repair, innocent purchasers learn that they do not
14 have a warranty on the goods, tarnishing GS's public image.
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17 24. The sale of the counterfeit products also cause harm to GS in that
18 legitimate store owners will not purchase authentic Stündenglass Gravity Infusers
19 when stores selling counterfeit products are selling products which appear to be
20 identical and at half the price which authentic products can be sold.
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23 25. Unfortunately, the current U.S. marketplace is saturated with counterfeit
24 Stündenglass products – just like those MOHAMED AHMED RAFAQ ALI, AND
25 ALGAHIM BAKIL , through their store, CIGARETTE DISCOUNTERS, are
26 offering for sale. As such, GS has been forced to scrupulously enforce its rights in
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1 order to protect the Stündenglass Marks against infringement. By exercising its
2 Enforcement Rights, GS has proactively and successfully policed the unauthorized
3 use of the Stündenglass Marks and/or counterfeit Stündenglass branded products
4 nationwide. GS has had to bear great expense to seek out and investigate suspected
5 counterfeiters in GS's attempt to clean up the marketplace.
6

7 **Defendants' Counterfeiting and Infringing Activities**

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9 26. The Defendants operate a retail smoke shop through which they sell
10 water pipes, cigarettes, electronic cigarettes, vaporizers, tobacco, and other smoking
11 related devices.
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13 27. The Defendants have offered for sale counterfeit Stündenglass products
14 with the Stündenglass trademark and without the consent of GS. In fact, they have
15 offered counterfeit Gravity Infusers bearing imitations of the Stündenglass
16 Trademarks that were not made or authorized by GS. These are hereinafter the
17 "Counterfeit Goods."
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20 28. Nevertheless, the Defendants have offered for sale in commerce the
21 Counterfeit Goods, specifically, the Defendants have offered for sale reproductions,
22 counterfeits, copies and/or colorable imitations of one or more of the Stündenglass
23 Marks (hereinafter the "Infringing Marks"), detailed above.
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29. The Defendants have, without the consent of GS, offered for sale in their store, the Counterfeit Goods bearing the Infringing Marks, bearing the likeness of the Stündenglass Trademarks in the United States.

30. The marks affixed to the Counterfeit Goods that the Defendants have offered for sale are spurious marks which are identical with, or substantially indistinguishable from, the Stündenglass Trademarks. The marks on the Counterfeit Goods are in fact counterfeit marks as defined in 15 U.S.C. § 1116(d).

31. Moreover, the products upon which the Counterfeit Marks are affixed are almost identical to authentic products, so the offering for sale of the almost identical products with indistinguishable marks causes confusion in the marketplace among consumers.

32. In the ongoing investigation into the sales of counterfeit products bearing the fake Stündenglass Marks, CIGARETTE DISCOUNTERS offered for sale Counterfeit Goods.

33. Specifically, on November 3, 2022, GS's investigator attended CIGARETTE DISCOUNTERS's location, which was open to the public, and observed that it had an excess of Gravity Infusers which appeared to display each of the Stündenglass Marks. The investigator purchased a Gravity Infuser with Stündenglass Marks affixed to it, from CIGARETTE DISCOUNTERS, for a cost of

1 \$350.00, charged to the account of GS's investigator. Upon physical inspection by
2 GS' investigator, the product was found to be a counterfeit product in that it displayed
3 the Infringing Marks.

4 34. Attached hereto as Exhibit "B" are the photographic examples of the
5 Defendants use of the Infringing Marks, taken from the Counterfeit Good. As seen
6 in the pictures, the Counterfeit Good contained all three of GS's marks on it: U.S.
7 Trademark Registration Number 6,633,884; U.S. Trademark Registration Number
8 6,174,292; and U.S. Trademark Registration Number 6,174,291. The Defendants use
9 of the Counterfeit Marks is substantially indistinguishable, if not identical, to GS's
10 Marks.
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12 35. MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL
13 authorized, directed, and/or participated in CIGARETTE DISCOUNTERS's offer
14 for sale, in commerce, of the Counterfeit Goods. MOHAMED AHMED RAFAQ ALI
15 and ALGAHIM BAKIL 's acts were a moving, active, and conscious force behind
16 CIGARETTE DISCOUNTERS's infringement of the Stündenglass Trademarks.
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18 36. The Defendants' use of the counterfeit Stündenglass Trademarks began
19 after the registration of the Stündenglass Trademarks. Neither GS, nor any of its
20 authorized agents, have consented to the Defendants' use of the Stündenglass
21 Trademarks, or any use of reproductions, counterfeits, copies and/or colorable
22 imitations thereof.
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1 37. The unauthorized offering for sale by CIGARETTE DISCOUNTERS,
2 under the authority, direction and/or participation of MOHAMED AHMED RAFAQ
3 ALI and ALGAHIM BAKIL , of the Counterfeit Goods was an unlawful act in
4 violation of the Lanham Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a).
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6 38. The offer for sale by the Defendants of the Counterfeit Goods bearing
7 the Infringing Marks has caused GS to suffer losses and is likely to cause damage to
8 the goodwill and reputation associated with the Stündenglass Trademarks, which are
9 owned by GS.
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11 39. CIGARETTE DISCOUNTERS's use of the Stündenglass Marks
12 includes displaying to offer for sale unauthorized copies of Counterfeit Stündenglass
13 branded products. CIGARETTE DISCOUNTERS's offering to sell the Stündenglass
14 counterfeit products, bearing the Infringing Marks in this manner, was, and is, likely
15 to cause confusion or to cause mistake and/or deceive consumers who purchase the
16 Counterfeit Goods.
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18 40. CIGARETTE DISCOUNTERS used images and names identical to or
19 confusingly similar to the Stündenglass Marks, to confuse customers and aid in the
20 promotion and sales of Counterfeit Goods under the Infringing Marks. The
21 Infringing Marks affixed to the Counterfeit Goods that CIGARETTE
22 DISCOUNTERS has offered for sale are confusingly identical or similar to the
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1 Stündenglass Marks that GS affixes to its Gravity Infusers. The Counterfeit Goods
2 and GS's goods are both gravity infusers, and marks identical or confusingly similar
3 to the Stündenglass marks appear on the Infringing Goods.

4 41. The Defendants' Infringing Goods travel in identical channels of trade
5 and are sold to identical consumers as Stündenglass genuine goods.
6

7 42. The Gravity Infusers that CIGARETTE DISCOUNTERS sells and
8 offers for sale under the Infringing Marks are made of substantially inferior and/or
9 different materials as compared to genuine Stündenglass brand products.
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11 43. CIGARETTE DISCOUNTERS has offered for sale its water pipes
12 under the Infringing Marks through its retail convenience store.
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14 44. CIGARETTE DISCOUNTERS, MOHAMED AHMED RAFAQ ALI,
15 and ALGAHIM BAKIL 's infringing acts as alleged herein have caused and are
16 likely to cause confusion, mistake, and deception among the relevant consuming
17 public as to the source or origin of the Counterfeit Goods sold by CIGARETTE
18 DISCOUNTERS, and are likely to deceive, and have deceived, the relevant
19 consuming public into mistakenly believing that the Counterfeit Goods sold by
20 CIGARETTE DISCOUNTERS originate from, and are associated or affiliated with,
21 or otherwise authorized by GS.
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26 45. CIGARETTE DISCOUNTERS, MOHAMED AHMEN RAFAQ ALI,
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1 and ALGAHIM BAKIL's acts are willful with the deliberate intent to trade on the
2 goodwill of the Stündenglass Marks, cause confusion and deception in the
3 marketplace, and divert potential sales of the Plaintiff's Gravity Infusers to
4 CIGARETTE DISCOUNTERS. The Defendants, as merchants of tobacco shop
5 goods, are held to the standard of having specialized knowledge in the tobacco shop
6 industry. It is readily apparent that the Defendants, as merchants, have failed to
7 conduct any reasonable inquiry into the authenticity of the goods sold by their shop
8 and have acted with at least willful blindness as to GS's intellectual property rights
9 in the Stündenglass Marks. Here, the Defendants sold a counterfeit product
10 purporting to be a Stündenglass gravity infuser for \$350.00 whereas the authentic
11 product retails for \$599.95. The product sold by the Defendants' shop was packaged
12 in a box displaying a black Stündenglass gravity infuser whereas the product itself
13 was a sky-blue Stündenglass gravity infuser reminiscent of the Plaintiff's Cookies X
14 Stündenglass gravity infuser. There was no notice as to this material alteration of the
15 product packaging. Furthermore, the Defendants' product lacked the "Cookies" logo
16 present on the Cookies X Stündenglass gravity infuser. Additionally, the product sold
17 by the Defendants lacked the authentication sticker which the Plaintiff has stated on
18 its website is present on all authentic Stündenglass products. Finally, the product sold
19 by the Defendants lacked any serial number which would be expected on an authentic
20 Stündenglass product.
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1 46. CIGARETTE DISCOUNTERS, MOHAMED AHMED RAFAQ ALI,
2 and ALGAHIM BAKIL 's acts have caused damage and immediate irreparable harm
3 to GS, the Stündenglass Marks, and to its valuable reputation and goodwill with the
4 consuming public for which GS has no adequate remedy at law.
5

6 47. As a proximate result of the unfair advantage accruing to , MOHAMED
7 AHMED RAFAQ ALI, ALGAHIM BAKIL, and CIGARETTE DISCOUNTERS's
8 business from deceptively trading on GS's advertising, sales, and consumer
9 recognition, MOHAMED AHMED RAFAQ ALI, ALGAHIM BAKIL and
10 CIGARETTE DISCOUNTERS have made profits and gains to which they are not in
11 law or equity entitled.
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14 48. The injuries and damages sustained by GS has been directly and
15 proximately caused by CIGARETTE DISCOUNTERS, MOHAMED AHMED
16 RAFAQ ALI, AND ALGAHIM BAKIL 's offers for sale of their goods bearing
17 infringements or counterfeits of the Stündenglass Marks.
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20 49. Through such business activities , MOHAMED AHMED RAFAQ ALI,
21 ALGAHIM BAKIL, and CIGARETTE DISCOUNTERS purposefully derived
22 direct benefits from their interstate commerce activities by targeting foreseeable
23 purchasers in the State of California, and in doing so, have knowingly harmed GS.
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26 50. Furthermore, the sale and distribution of Counterfeit Goods by
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CIGARETTE DISCOUNTERS has infringed upon the above-identified federally registered trademarks.

51. The spurious marks or designations used by CIGARETTE DISCOUNTERS in interstate commerce are identical with, or substantially indistinguishable from, the Stündenglass Marks on goods covered by the Stündenglass Marks. Such use therefore creates a false affiliation between CIGARETTE DISCOUNTERS, GS, and the Stündenglass Marks.

52. Due to the actions of MOHAMED AHMED RAFEQ ALI, ALGAHIM BAKIL and CIGARETTE DISCOUNTERS, GS has been forced to retain the undersigned counsel and pay the costs of bringing an action forward. , MOHAMED AHMED RAFEQ ALI, AND ALGAHIM BAKIL and CIGARETTE DISCOUNTERS should be responsible for paying GS's reasonable costs of the action.

53. MOHAMED AHMED RAFEQ ALI, ALGAHIM BAKIL and CIGARETTE DISCOUNTERS's acts have damaged, and will continue to damage GS, and GS has no adequate remedy at law.

54. Moreover, CIGARETTE DISCOUNTERS, MOHAMED AHMED RAFEQ ALI, and ALGAHIM BAKIL 's wrongful acts will continue unless enjoined by the Court. Accordingly, MOHAMED AHMED RAFEQ ALI, ALGAHIM

1 BAKIL , and CIGARETTE DISCOUNTERS must be restrained and enjoined from
2 any further counterfeiting or infringement of the Stündenglass Marks.

3
4 **Count One**
5 **Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114**

6 55. The Plaintiff avers Paragraphs 1 through 54, which are stated above and
7 incorporate the allegations therein, as though they are fully restated in this Count by
8 reference.

9
10 56. GS owns the federally registered Stündenglass Trademarks, as set forth
11 in more detail in the foregoing paragraphs.

12
13 57. The Defendants, without authorization from GS, have used in commerce
14 a spurious designation that is identical with, or substantially indistinguishable from,
15 the Stündenglass Trademarks on the same goods covered by the Stündenglass
16 Trademarks.

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18
19 58. The Defendants' unauthorized use of counterfeit marks of the registered
20 Stündenglass Trademarks on and in connection with the Defendants' offer for sale in
21 commerce is likely to cause confusion or mistake in the minds of the public.

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24 59. The Defendants' conduct as alleged herein is willful and intended to
25 cause confusion, mistake, or deception as to the affiliation, connection, or association
26 of the Defendants, with GS or the Stündenglass Trademarks.

63. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

Count Two
Federal False Designation of Origin 15 U.S.C. § 1125(a)

64. The Plaintiff avers Paragraphs 1 through 54, which are stated above and incorporate the allegations therein, as though they are fully restated and incorporated in this Count by reference.

1 65. GS owns the federally registered Stündenglass Trademarks, as set forth
2 in more detail in the foregoing paragraphs.

3
4 66. The Defendants, without authorization from GS, have used in commerce
5 spurious designations that are identical with, or substantially indistinguishable from,
6 the Stündenglass Trademarks on the same goods covered by the Stündenglass
7 Trademarks.

8
9 67. The Defendants' unauthorized use of counterfeit marks of the registered
10 Stündenglass Trademarks on and in connection with the Defendants' offers for sale
11 in commerce is likely to cause confusion or mistake in the minds of the public.
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14 68. The Defendants' unauthorized use in commerce of the Stündenglass
15 Trademarks as alleged herein constitutes use of a false designation of origin and
16 misleading description and representation of fact in violation of Section 43(a) of the
17 Lanham Act, 15 U.S.C. § 1125(a).
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19
20 69. The Defendants' conduct as alleged herein is willful and is intended to,
21 and is likely to, cause confusion, mistake, or deception as to the affiliation,
22 connection, or association of the Defendants, with GS or the Stündenglass
23 Trademarks.
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25
26 70. The Defendants' conduct as alleged herein is causing immediate and
27 irreparable harm and injury to GS, and to the goodwill and reputation of the
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Stündenglass Trademarks. Moreover, it will continue to cause damage to GS and confuse the public unless enjoined by this Court.

71. GS has no adequate remedy at law.

72. By reason of the foregoing, the Plaintiff is entitled to, among other relief, injunctive relief, an award of statutory damages, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the following relief against the Defendants, as follows:

1. With regard to Plaintiff's Count I for trademark infringement:

a. Statutory damages under 15 U.S.C. § 1117(c);

b. Costs of suit; and

c. Joint and several liability for MOHAMED AHMED RAFAQ ALI, AND ALGAHIM BAKIL , and other officers, and directors, for the knowing participation in the counterfeiting activities of CIGARETTE DISCOUNTERS, LP.

2. With regard to Plaintiff's Count II for false designation and unfair competition:

- a. Disgorgement of profits under 15 U.S.C. § 1117(a);
- b. Treble damages under 15 U.S.C. § 1117(b);
- c. Costs of suit; and
- d. Joint and several liability for MOHAMED AHMED RAFAQ ALI and ALGAHIM BAKIL , and other officers, and directors, for the knowing participation in the counterfeiting activities of CIGARETTE DISCOUNTERS, LP.

3. Preliminarily and permanently enjoining CIGARETTE DISCOUNTERS, LP and its agents, employees, officers, directors, owners, representatives, successor companies, related companies, and all persons acting in concert or participation with it from:

- a. The import, export, making, manufacture, reproduction, assembly, use, acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution, storage, shipment licensing, development, display, delivery, marketing, advertising or promotion of the counterfeit Stündenglass product identified in the Complaint and any

1 other unauthorized Stündenglass product, counterfeit, copy or
2 colorful imitation thereof;

3
4 4. Pursuant to 15 U.S.C. § 1116(a), directing CIGARETTE
5 DISCOUNTERS, LP to file with the Court and serve on the Plaintiff's within thirty
6 (30) days after issuance of an injunction, a report in writing and under oath setting
7 forth in detail the manner and form in which CIGARETTE DISCOUNTERS, LP has
8 complied with the injunction;
9

10
11 5. For an order from the Court requiring that the Defendants provide
12 complete accountings and for equitable relief, including that the Defendants disgorge
13 and return or pay their ill-gotten gains obtained from the illegal transactions entered
14 into and/or pay restitution, including the amount of monies that should have been
15 paid if the Defendants had complied with their legal obligations, or as equity requires;
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18 6. For an order from the Court that an asset freeze or constructive trust be
19 imposed on all monies and profits in the CIGARETTE DISCOUNTERS, LP's
20 possession, which rightfully belong to the Plaintiff;
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23 7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all
24 others acting under the Defendants' authority, at its cost, be required to deliver up to
25 the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,
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1 wrappers, receptacles, advertisements, and other material in their possession, custody
2 or control bearing any of the Stündenglass Trademarks.

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4 8. For any other and further relief as the Court may deem just and
5 equitable.

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8 **Demand for Jury Trial**

9 The Plaintiff demands a Jury Trial on all issues so triable.

10
11 Date: June 17, 2024

12
13 Respectfully submitted,

14 /s/ Tomas Carlos Leon.

15 Tomas Carlos Leon

16 CA Bar #321117

17 Leon Law LLP

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20 tommie@leon.law

21 *Attorney for the Plaintiff*
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